

General Services Administration
Federal Acquisition Service

Blanket Purchase Agreement (BPA)

Agile Delivery Services (ADS1)

BPA NUMBER: GS-26F-CA020

In the spirit of the Federal Acquisition Streamlining Act **GENERAL SERVICES ADMINISTRATION (GSA) FEDERAL ACQUISITION SERVICE (FAS)** and **InQbation**, enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Multiple Award Schedule (MAS) **GS-35F-395BA**.

Multiple Award Schedule (MAS) contract BPAs eliminate contracting and open market costs such as: the search for sources; the development of technical documents and solicitations; and the evaluation of offers.

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the Schedule contract. The end result is to create a purchasing mechanism for the **Government that works better and costs less.**

Signatures:

(b) (6)

Vendor

(b) (6)

Date

(b) (6)

Agency

(b) (6)

Date

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) GS-35F-395BA and Federal Acquisition Regulation (FAR) 8.405-3, Blanket Purchase Agreements (BPAs), the Contractor agrees to the following terms of a BPA Exclusively with U.S. General Services Administration:

1. The following contract services/products can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

BPA Category Name	Vendor Category Map Name	BPA Discount
Category 1 - Product Manager	Product Manager	(b) (4)
Category 2 - Technical Architect	Technical Architect	(b) (4)
Category 3 - Interaction Designer/User Researcher/Usability Tester	Interaction Designer	(b) (4)
Category 4 - Writer/Content Designer/Content Strategist	Content Strategist	(b) (4)
Category 5 - Visual Designer	Visual Designer	(b) (4)
Category 6 - Frontend Web Developer	Frontend developer	(b) (4)
Category 7 - Backend Web Developer	Backend developer	(b) (4)
Category 8 - Devops Engineer	Devops Engineer	(b) (4)
Category 9 - Security Engineer	Security Engineer	(b) (4)
Category 10 - Delivery Manager	Delivery Manager	(b) (4)
Category 11 - Agile Coach	Agile Coach	(b) (4)
Category 12 - Business Analyst	Business Analyst	(b) (4)
Category 13 - Digital Performance Analyst	Digital Performance Analyst	(b) (4)

2. Delivery: Delivery will be identified on individual task orders

3. The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \$25,000,000.00 over the life of these Multiple Award BPAs. This is not a ceiling amount and the accumulated value of task orders issued under these BPAs may exceed this amount without modification to the BPA.

4. This BPA does not obligate any funds. Funds will be obligated by placement of Individual task orders via purchase orders or government-wide purchase card. The government is only obligated only to the extent of orders placed under the established BPA by personnel authorized to do so.

5. This BPA expires 5 years from date of award or at the end of the Multiple Award Schedule contract period, whichever is earlier.

6. The following office(s) is hereby authorized to place orders under this BPA. **All GSA contracting officers in direct support of the 18F Program Office.**

7. Orders Placement: The solicitation and placement of orders under the BPAs is not guaranteed. All orders shall be placed via GSA procurement eTools (e.g., eBuy, IT Solutions Shop) unless modified by the GSA BPA Contracting Officer.

Awarded BPA holders shall submit a response on all task order request for quotes. If a vendor does not intend to submit a quote on a task order request for quotes, the vendor shall place a "No Bid" and shall include a brief explanation as to the reason for the "No Bid".

All orders against the BPAs must follow the ordering procedures of FAR 8.405-3(c)(2) and (3) and if limiting sources FAR 8.405-6.

For time and materials and labor-hours orders, Task Order Contracting Officers shall follow the procedures in FAR 8.405(h).

8. Inspection and Acceptance: Inspection and acceptance shall be as specified under the GSA Schedule 70 contract and individual task orders.

9. Invoices: The requirements of proper invoices for these BPAs are as specified in the GSA IT Schedule 70 contract. Invoices shall be submitted to the address specified on individual task orders placed under these BPAs. In the event of any inconsistency between the provisions of these BPAs and the contractor's invoice, the provisions of these BPAs shall take precedence.

Each invoice shall contain the task order number, Schedule 70 contract number, BPA number, unit price, quantity, total price, invoice number, and accounting control number. The contractor will be paid by electronic funds transfer (EFT), unless otherwise specified in individual orders.

10. Reporting: The government will provide a standardized reporting template that the contractor shall utilize. Contractor shall furnish reports via email to the Contracting Officer or other authorized Government representative.

11. Warranty: The contractor shall be responsible for reworking any failed physical components at the contractor's expenses. Additional warranty terms may be incorporated into individual task orders.

12. Data Rights and Ownership of Deliverables:

The specific terms and conditions governing data rights and ownership of deliverables shall be specified in each respective task order under this BPA. The remaining subparagraphs in this section are provided as guidelines for ordering officials to consider incorporating, when possible and as appropriate, into the ordering official's task order under this BPA.

It is GSA's intent that any data or deliverable created as a result of a task order under this BPA be committed to the public domain.

Contracting Officers are encouraged to designate in task orders the following items as property of GSA with the intention of committing the items to the public domain: all data, documents, graphics, code created under this BPA including but not limited to, plans, reports, schedules, schemes, metadata, architecture designs, and the like; new open source software created by the Contractor and forks or branches of current open source software where the Contractor has made a modification; new tooling, scripting configuration management, infrastructure as code, or any other final changes or edits to successfully deploy or operate the software.

If commercial software is required as part of the contractor's delivery of professional services, then the ordering official shall include the appropriate FAR or applicable agency supplemental clause(s).

The contractor shall use open source technologies wherever possible, in support of the 18F source code policy. All licenses must be expressly listed in the deliverable. Regardless of license(s) used (e.g., MIT, GPL, Creative Commons 0) the license(s) shall be clearly listed in the documentation.

If the contractor needs to use work that does not have open source license, the contractor is required to request permission 18F, in writing, before utilizing that work in any way in connection with the task order. If approved, all licenses shall be clearly set forth in a conspicuous place when work is delivered to 18F.

If an open source license provides implementation guidance, the contractor shall ensure compliance with that guidance. If implementation guidance is not available, the contractor shall attach or include the license within the work itself. Examples of this include code comments at the beginning of a file or contained in a licensed file within the software repository.

Contracting Officers may consider requiring the contractor to place a copyright waiver on materials, documents, deliverables, etc., developed during the performance of a task order. See Attachment D boilerplate template.

13. Program Review: The Contracting Officer or other authorized Government representative may hold semi-annual program review meetings. Such meetings will be held via teleconferencing; however, the Government reserves the right to request a meeting in person. The meetings will include all BPA holders, representatives from 18F and/or prospective customer agencies.

The BPAs shall be reviewed on an annual basis. Review of the BPAs will consist whether:

- A. The Schedule contract, upon which the BPA was established, is still in effect
- B. The BPA still represents the best value
- C. The BPA holder has been conforming to the performance requirements and responding to individual task orders.

14. Contracting Teaming Arrangements: Contracting Teaming Arrangements (CTAs) are only authorized on individual task orders and not for the establishment of these BPAs. Depending on the complexity of a particular requirement, the BPA holder has the option to form a CTA with another BPA holder that offers the remaining labor categories so that they may compete for an order as a team. This is a solution that benefits BPA holders and ordering activities alike, as it increases competition and allows for innovative, multi-vendor selections. BPA holders are encouraged using the flexibility offered by CTAs whenever necessary and appropriate.

When forming a CTA for this purpose, a BPA holder cannot team with a non-BPA holder (i.e., a Federal Supply Schedule Contractor not "awarded" under the BPA). A CTA forms a direct contractual relationship ("privity of contract") between each CTA vendor and the ordering agency, which means that each vendor must be eligible on its own to compete for task orders under these BPAs. A BPA holder attempting to "team" with a non-BPA holder would amount to making the non-BPA holder a direct party to a BPA it was not selected to be a part of and/or did not compete for.

15. Quality Assurance: Quality will be defined on individual task orders.

16. Off Ramping: GSA reserves the unilateral right to off-ramp BPA holders if it is determined to be in the Government's best interests. The BPA is not a contract. Either the GSA Contracting Officer or a BPA holder may cancel the BPA upon written notice to the other party. The placement of orders under the BPAs is not guaranteed.

The cancellation of a BPA shall have no effect on a preexisting order placed under the BPA; such an order to include remaining options periods in such an order remains valid so long as the contractor's applicable GSA Schedule contract remains valid. A BPA holder's obligation under an existing order are not impacted by the cancellation of a BPA. Examples of why the Government may elect to off-ramp a BPA holder include but not limited to the following:

- A. Contractors who fail to maintain BPA awarded labor categories on the Contractor's GSA Schedule
- B. Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4
- C. Contractors who fail to consistently provide a response to task order Request for Quotes
- D. Contractors who fail to complete task order objectives.

17. On Ramping: The Government reserves the right to reopen this RFQ in order to establish additional BPAs if the GSA Contracting Officer determines it to be in the best interest of the Government to increase competition, support socio-economic goals, or to achieve other Government interests or requirements.

The reopening of the solicitation (onboarding) will be achieved via a solicitation amendment to all Schedule 70 holders through eBuy. It is Government's intent to evaluate quotes received in response to the reissued/reopen RFQ. On-ramped quoter's quote must be rated equal to or higher than the lowest rated Contractor originally awarded a BPA within the Pool being applied for.

18. Security Clearances: The contractor may be required to obtain, or already possess, varying levels of security clearances in the performance of task orders issued under this BPA. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the contractor's IT Schedule 70 contract.

19. Clauses and Prevailing Terms and Conditions: All terms and conditions of the Contractor's awarded Federal Supply Schedule 70 contract shall apply to the BPA and orders issued against the BPA. The terms and conditions of the Contractor's Federal Supply Schedule 70 contract shall prevail over the BPA and all orders, except to the extent that lower prices in the established BPA shall take precedence over higher prices in the Contractor's Federal Supply Schedule 70 contract. The terms and conditions of this BPA shall apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and any terms and conditions contained in an order, the provisions of this BPA will take precedence. Delivery terms shall be established on individual task orders.